

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
State Project No. 736-99-1362
F.A.P. No. SPR-0010(029)
Pavement Distress Data Collection
Statewide

January 13, 2006

TABLE OF CONTENTS

SECTION TITLE	SECTION	PAGE(S)
General Information	Section 1.0	3
Administrative Information	Section 2.0	3-5
Proposal Information	Section 3.0	5-8
Response Instructions	Section 4.0	8-9
Evaluation and Selection	Section 5.0	9-10
Consultant Requirements	Section 6.0	10-13
Scope of Services	Attachment I	14-17
Proposal Information (Standard Form DOTD 24-102 or similar format)	Attachment II	18
Price Proposal	Attachment III	19
Certification Statement	Attachment IV	20
Sample Consulting Services Contract	Attachment V	21-28

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Department of Transportation and Development (herein referred to as DOTD) for the purpose of providing pavement distress data. One Prime-Consultant/Sub-Consultant(s) (Consultant/Team) will be selected for this Contract.

The selected Consultant will use automated means to collect pavement condition, right of way (ROW)/shoulder images, and pavement images on approximately 20,000 directional miles of the State highway network over one data collection cycle. The system consists of asphalt-surfaced roads, concrete-surfaced roads, brick-surfaced roads and gravel-surfaced roads. The data will be used in a network-level pavement management system, and portions of the data are also necessary for Highway Performance Monitoring System (HPMS) data submittal.

The selected consultant will provide a plan of procedures and techniques to be used to collect each data element. The collection and analysis methods used must be able to analyze condition data by type, extent, and (where applicable) severity at the specified level of detail as set forth in the "Louisiana Cracking and Patching Protocol for Concrete Pavements" and "Louisiana Cracking and Patching Protocol for Asphalt Surface Pavements".

1.2 Scope of Services

Attachment I details the scope of services and deliverables or desired results that DOTD requires of the Consultant.

1.3 Project Manager

The Project Manager is Mr. Said Ismail, P.E.; he may be reached at (225) 242-4547.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **May 01, 2006** and to continue through **April 30, 2008**. The data collection cycle is expected to start on August 01, 2006, and be completed no later than May 01, 2007.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Dr. Babak Naghavi, P.E., P.H.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245

Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 *Consultant Inquiries*

DOTD will consider written consultant inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the consultant will be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 *Notice of Intent to Submit*

A written Notification of Intent to Submit must be received by the RFP Coordinator by the submission deadline shown in the Calendar of Events.

2.5 *Pre-proposal Conference*

A **mandatory** pre-proposal conference will be held at **8:30 a.m. CST, February 03, 2006** in the DOTD Auditorium located in the DOTD Headquarters Building, 1201 Capitol Access Road, Baton Rouge, LA. Prospective Consultants should participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Consultants will be required to demonstrate their ability to collect and reduce data over eight half-mile segments and one mile segment. There will be no compensation for this demonstration. This demonstration will provide DOTD evidence of the Firm's understanding of the project requirements. Any Consultant/team intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although questions will be permitted and answers will be provided during the conference, the only official answer or position of DOTD will be stated in writing in response to written questions. Therefore, Consultants should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed on the date specified in the Calendar of Events.

2.5 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	January 13, 2006
Deadline for written notification of intent to submit	January 23, 2006
Pre-proposal conference	February 03, 2006
Beginning of Field Trials	February 06, 2006
Deadline for receiving Consultant inquiries	February 24, 2006
Issue responses to Consultant inquiries	March 03, 2006
Proposal submission deadline	March 20, 2006
Announce Award of "Successful Consultant"	March 31, 2006
Contract execution	May 01, 2006

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Consultants who are interested in providing consulting services under this RFP must submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative and all copies must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

3.2 Determination of Responsibility

Determination of the Consultant's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Consultant:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and

- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.3 *Minimum Qualifications of Consultant*

The Consultant must show the necessary expertise, personnel, and equipment necessary to perform the work outlined in the Scope of Services (Attachment I). The Consultant's Firm must have a minimum of three years experience in pavement data collection, and the Project Manager must have a minimum of five years experience in pavement data collection. These requirements must be met at the time of submittal.

The Consultant should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 *Revisions to the RFP*

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 *Waiver of Administrative Informalities*

DOTD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 *Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

3.7 *Withdrawal and Re-submission of Proposal*

A Consultant may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Consultant must be submitted to the RFP Coordinator.

3.8 *Subcontracting Information*

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the Consultant intends to subcontract for portions of the work, the Consultant should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the Consultant under the terms of this RFP is also required for each Sub-Consultant.

Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

3.9 Ownership of Proposal

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

DOTD is not liable for any costs incurred by prospective Consultants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Consultant in responding to this RFP are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by DOTD.

3.12 Errors and Omissions in Proposal

DOTD will not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to errors identified in proposals by DOTD or the Consultant. DOTD, at its option, has the right to request clarification or additional information from the Consultants.

3.13 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Consultant will become part of any contract initiated by DOTD.

The selected Consultant will be expected to enter into a contract which is basically the same as the sample contract included in Attachment V. In no event is a Consultant to submit its own standard contract terms and conditions as a response to this RFP. The Consultant should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Consultant.

If the contract negotiation period exceeds ten working days or if the selected Consultant fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked Consultant.

3.14 Code of Ethics

Consultants are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) and four copies of the proposal should be submitted to DOTD. Any Consultant/Team failing to submit any of the information required in this RFP will be considered non-responsive.

The proposal will be identified with the State Project No. **736-99-1362** and will be submitted **prior to 3:00 p.m. CST on March 20, 2006**, by hand delivery or mail addressed to:

Dr. Babak Naghavi, P.E., P.H.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each Consultant to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

4.2 Cover Letter

A cover letter should be submitted on the Consultant's official business letterhead explaining the intent of the Consultant.

4.3 Proposal Format

The Consultant should submit a proposal as specified in Attachment II (S.F. DOTD 24-102 or similar format) which shall include adequate information that the Consultant has the appropriate experience and qualifications to perform the scope of services as described herein. In Section 14

of the S.F. DOTD 24-102 (or similar format), the Consultant should submit a work plan reflecting their understanding of the project. The Consultant should respond to all areas requested.

4.4 *Price Proposal*

The Consultant should submit a Price Proposal (included in Section 14 of the SF 24-102 or similar format) to perform the services shown in the Scope of Services.

4.5 *Certification Statement*

The Consultant must sign and submit the Certification Statement shown in Attachment IV.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals will be accomplished by the Project Technical Selection Committee, which will determine the proposal most responsive and advantageous to DOTD.

5.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 *Evaluation and Review*

Each proposal will be rated from 0 to 4 for criteria one through four. For reference, the ratings are based on the following:

0	-	Unsatisfactory
1	-	Poor
2	-	Fair
3	-	Good
4	-	Excellent

Each Consultant will receive a price score computed as follows:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 36}{\text{Consultant's Proposed Total Price}}$$

Each applicable criterion (1-4) also has a weighting factor that is applied to place them in the proper relationship with each other.

CRITERIA	WEIGHTING FACTOR	HIGHEST POSSIBLE SCORE
1) Firm experience on similar projects	4	16
2) Personnel experience as related to the project	4	16
3) Consultant's understanding of the project requirements, evidenced in the proposed work plan (Section 14 of the S.F. 24-102 or similar format)	4	16
4) Consultant's understanding of the project requirements, evidenced in the field trials	4	16
5) Price	-	36
Total	-	100

The Project Technical Selection Committee will compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4 *Announcement of Consultant*

DOTD will notify the successful Consultant and proceed to negotiate terms for final contract. Unsuccessful Consultants will be notified in writing accordingly.

6.0 CONSULTANT REQUIREMENTS

6.1 *Corporation Requirements*

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 *Compensation*

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed lump sum by the Consultant for all services for a period of two years, payable in installments as specified in 6.3, Billing and Payment.

6.3 *Billing, Payment, and Damages*

Payments to the Consultant for services rendered shall be made based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Stages with estimated percentages for each Stage, and c) be of a

form and with a division of items as approved by the DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The Consultant will submit invoices as outlined below:

Invoice 1	Preliminary Activities @ 5% of lump sum value plus any hardware invoices
Invoice 2*	District delivery and acceptance
Invoice 3*	District delivery and acceptance
Invoice 4*	District delivery and acceptance
Invoice 5*	District delivery and acceptance
Invoice 6*	District delivery and acceptance
Invoice 7*	District delivery and acceptance
Invoice 8*	District delivery and acceptance
Invoice 9*	District delivery and acceptance
Invoice 10*	District delivery and acceptance
Invoice 11	Submittal of Final Reports and supporting documentation @ 5% of lump sum value
Invoice 12	Retainage recovery
*Each District will be invoiced @ 10% of lump sum value.	

The Consultant will develop and present a master schedule for the Pavement Condition data collection and Distress quantification for each District. Failure of the Consultant to deliver the required number of Districts within the time frame will be subject to damages at \$300 per day. Failure to complete the delivery of all nine Districts quantified pavement distress data will be subject to damages at \$500 per day. Failure to complete delivery of the Final Report will subject the Consultant to damages at \$300 per day until all deliverables have been accepted.

The original and three copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by a principal member of the Consultant's firm.

Upon receipt of each invoice, the DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:

<http://www.state.la.us/osp/travel/travelOffice.htm>.

6.4 Contract Terms & Conditions

The Consultant will be required to enter into a Contract with DOTD that is basically the same as Attachment V. Any changes to those terms will be negotiated if state law allows such negotiation.

6.5 Indemnification

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant will indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless

otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, will be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure will be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant will not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I SCOPE OF SERVICES

SCOPE OF SURVEY

A. Approximately 20,000 directional miles of pavement condition data will be collected during the data collection cycle. Both directions shall be collected on interstates and multi-lane, divided highways, and one direction shall be collected for two lane highways. The Consultant will also collect, for the opposite direction, only the right way images not specified for pavement condition analysis on approximately 15,000 miles of the state network.

B. The following data will be reported for every 0.100 mile of the surveyed length on all Control Sections:

- GPS Coordinates (longitude, latitude and elevation)
- International Roughness Index (IRI) (measured in inches per mile)
- Bridges (count)

C. The following data will be reported for every 0.100 mile of the surveyed length on all Control Sections that consist of Portland cement concrete pavements:

- Transverse cracking (measured in linear feet)
- Longitudinal cracking (measured in linear feet)
- Joint Faulting (measured in inches), (count of positive faulting), (count of negative faulting)
- Patching (measured in square feet) (count)
- Blowups (measured in square feet) (count)
- Punch outs (Continuously Reinforced Concrete only) (measured in square feet), (count)

D. The following data will be reported for every 0.100 mile of the surveyed length on all Control Sections that consist of asphalt-surfaced pavements:

- Alligator Cracking (measured in square feet)
- Random Cracking (measured in linear feet)
 - Block cracking
 - Longitudinal cracking
 - Transverse cracking
- Rutting (measured in inches)
- Patching (measured in square feet), (count)
- Blowups (measured in square feet), (count)
- Potholes (count)

DELIVERABLES

A. Grayscale digital images shall be collected by one or more cameras oriented normal to the pavement for distress identification and shall provide coverage of greater than 12 feet of the survey lane. These images should contain minimal shadows. The resolution of the pavement images shall be sufficient to identify cracks of 0.125 inch in width when traveling at survey

speed. The pavement images shall be provided on USB 2.0 hard drives or other approved storage media.

B. The quantified pavement condition data shall be delivered using the database shell which will be provided for the Consultant. The structure of the data will be agreed upon with the Consultant prior to the beginning of the contract.

C. Color digital images of the right of way shall be collected by one camera and delivered in .jpg format. The collected images shall show the right of way and as much as possible of the left and right shoulder. The right of way images should be collected at a minimum of 0.002 miles (10.56 feet). The Consultant shall attach distinguishing information to each image specifically identifying District number, Parish number, Control Section, Route, Direction, Control Section Logmile, Speed, Date, and GPS Coordinates of Collection. The Consultant will be responsible for providing a means to simultaneously view and process (i.e., play) all associated images; the provided means should include the synchronization of the pavement and right of way images. The provided means should also be able to operate on most personal computers thus allowing virtually any user to review the images and data from an IBM compatible personal computer. The provided mean should include the necessary software licenses (if applicable) for DOTD Headquarters office and all District offices. The data should be summarized to 0.100 miles and also be synchronized with the pavement and right of way images. The images and data should use a location reference method such as by District, Parish, Route, Control Section and Direction. The right of way images shall be provided on USB 2.0 hard drives or other approved storage media.

D. The Consultant shall supply a workstation at DOTD offices in Baton Rouge, Louisiana for DOTD's use that shall duplicate the means the Consultant uses to evaluate digital images and distress data. The workstation shall include all necessary software licenses (as applicable) that do not expire. The workstation must allow DOTD to review and verify the quantity of distresses determined by the Consultant from pavement images. The workstation shall also have software that allows the user to automatically retrieve a specific segment of road and view its right of way and pavement images by entering the District, Parish, Route, Control Section Direction and Control Section Logmile. The Consultant shall provide training to DOTD personnel for operating the workstation and shall furnish copies of all manuals duration of the contract. The CONSULTANT shall maintain, repair, and update this workstation for the duration of the contract. After the end of the contract, DOTD will return the workstation to the Consultant. The workstation shall be configured with the ability to allow a minimum of four USB 2.0 drives, or other approved media, to be connected to the workstation at the same time. The workstation should also be configured to connect to DOTD's network using a Gigabit Ethernet connection. The Consultant shall also provide to DOTD the software used for viewing the Images and data. This software shall have the ability to access the digital images and pavement distress data via the DOTD statewide network and allow unlimited users. DOTD will retain user rights to this software after the project completion.

E. DOTD personnel will evaluate the pavement images and condition data summary. If discrepancies are found, the Consultant shall be required to re-rate the entire Control Section in which discrepancies were found. Failure to correct the Control Section and deliver the District(s) condition data as outlined in the master schedule will subject the Consultant to damages.

F. DOTD personnel will evaluate the right of way images for quality assurance. Any necessary corrections are to be made by the Consultant. Failure to correct the Control Section and deliver the District(s) condition data as outlined in the master schedule will subject the Consultant to damages.

G. The Consultant shall collect rutting data using a Laser Rut Measurement System (or similar product).

H. The Consultant shall provide a web-enabled viewer for the right of way images. This would allow anyone, using any web browser, to view the right of way images VIA an internet/intranet connection.

I. The Consultant shall deliver only the right of way images that were collected, on a weekly basis. The means provided by the Consultant shall allow DOTD to automatically retrieve a specific segment of road, using the workstation or any IBM compatible personal computer. The weekly delivery should also include the raw data from the Consultant's Data Collection Vehicle's electronic sensors (rutting, IRI, faulting and GPS data). All weekly equipment calibrations test results (i.e. DMI, rut measurement device, video foot print, etc.) and electronic sensor verification results should be included in the weekly delivery.

J. The Consultant shall provide a means of giving any user the ability to make measurements of highway features/assets from the right of way images.

K. The Consultant will provide a Storage Area Network (SAN) server for the DOTD Headquarters building, and nine Network-Attached Storage (NAS) type devices, one to each DOTD District office. Each of the NAS devices will be appropriate in size to house all the digital images and pavement condition data for that District. (Server specifications and vendor source and approximate cost will be provide by DOTD prior to proposal submittal).

L. The Consultant shall collect, for the opposite direction, only the right of way images not specified for pavement condition analysis on approximately 15,000 miles of the state highway network.

M. The Consultant shall provide all collected electronic data at the smallest possible interval.

N. The Consultant shall provide pricing for the following options:

- Vertical Clearance Measurements
These measurements shall be taken of all overhead obstructions.

- Geotechnical (Cross-slope) information
- Collection of pavement marking reflectivity from the surveyed lane.
- Collection of ROW digital images for Ramps along the State Highway network.

OBLIGATION OF DOTD TO CONSULTANT

DOTD will provide the base data items necessary for the data collection, including a Control Section map for each District and the approximate location of each multilane, divided highways. DOTD will designate the lane(s) and direction(s) of travel to be surveyed or rated based on management needs within the agency. In general, the following guidelines will be used to provide long-term uniformity:

- Survey the primary direction (south to north; west to east).
- For multi-lane, divided highways survey the outside lane in both directions.

ATTACHMENT II

PROPOSAL FORMAT

Consultants should submit their proposal to the RFP Coordinator using either the Standard Form DOTD 24-102 (S.F. 24-102) or a similar proposal format that includes all applicable information (in the same order) as the S.F. 24-102. Consultants are not required to be registered with the Louisiana Secretary of State prior to selection. Questions regarding the S.F. 24-102 may be directed to the RFP Coordinator.

The S.F. 24-102 and the Instructions for Completing the S.F. 24-102 may be downloaded from DOTD's Website. The DOTD Website address is <http://www.dotd.louisiana.gov> and Consultant Contract Services is listed under Doing Business with DOTD, and/or Pre-Construction. The S.F. 24-102 and the Instructions for Completing the S.F. 24-102 are listed under "Forms" on the Consultant Contract Services Website.

ATTACHMENT III - PRICE PROPOSAL

I/We propose to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this RFP for the sum of:

- \$_____ (Total Price)
- \$_____ (Price per mile for pavement condition data and analysis)

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:

<http://www.state.la.us/osp/travel/travelOffice.htm>

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT IV
CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. DOTD requires that the Consultant designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Consultant certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Consultant certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Consultant complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Consultant accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Consultant's quote is valid for at least one year from the date of Consultant's signature below;
- (5) Consultant understands that if selected as the successful Consultant, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Consultant's Authorized Representative

DATE

ATTACHMENT V
SAMPLE
CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONTRACT FOR SPECIAL SERVICES
STATE PROJECT NO. 736-99-1362
FEDERAL AID PROJECT NO. SPR-0010(029)
PAVEMENT DISTRESS DATA COLLECTION
STATEWIDE

On this ____ day of _____, 2005, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and **XXX, Inc., XXXXX Baton Rouge, Louisiana, 70809**, hereinafter sometimes referred to as “Consultant”, do hereby enter into a Contract under the following terms and conditions.

Scope of Services

Attachment I details the Scope of Services and the Functional and Technical Requirements of the Consultant.

Substitution of Key Personnel

The Consultant’s key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Consultant personnel become unavailable due to resignation, illness, or other factors outside of the Consultant’s control, excluding assignment to a project outside of the Contract, the Consultant shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

Term of Contract

This Contract shall begin on **XXX 01, 200X**, and shall end on **XXX 31, 200X**, unless modified by an executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than three years.

DOTD Furnished Resources

Mr. Said Ismail will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant’s responsibilities for the performance of this Contract, the DOTD Project Manager

shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

Taxes

Consultant is responsible for payment of all applicable taxes from the funds to be received under this Contract. Consultant's federal tax identification number is XX-XXXXXX.

Compensation

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed lump sum by the Consultant for all services for a period of two years, payable in monthly installments as specified in the Payment Terms.

Payment Terms

Payments to the Consultant for services rendered shall be made based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Stages with estimated percentages for each Stage, and c) be of a form and with a division of items as approved by the DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The Consultant will submit invoices as outlined below:

Invoice 1	Preliminary Activities @ 5% of lump sum value plus any hardware invoices
Invoice 2*	District delivery and acceptance
Invoice 3*	District delivery and acceptance
Invoice 4*	District delivery and acceptance
Invoice 5*	District delivery and acceptance
Invoice 6*	District delivery and acceptance
Invoice 7*	District delivery and acceptance
Invoice 8*	District delivery and acceptance
Invoice 9*	District delivery and acceptance
Invoice 10*	District delivery and acceptance
Invoice 11	Submittal of Final Reports and supporting documentation @ 5% of lump sum value
Invoice 12	Retainage recovery
*Each District will be invoiced @ 10% of lump sum value.	

The Consultant will develop and present a master schedule for the Pavement Condition data collection and Distress quantification for each District. Failure of the Consultant to deliver the required number of Districts within the time frame will be subject to damages at \$300 per day. Failure to complete the delivery of all nine Districts quantified pavement distress data will be subject to damages at \$500 per day. Failure to complete delivery of the Final Report will subject the Consultant to damages at \$300 per day until all deliverables have been accepted.

The original and three copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by a principal member of the Consultant's firm.

Upon receipt of each invoice, the DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:
<http://www.state.la.us/osp/travel/travelOffice.htm>.

Termination for Cause

DOTD may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Consultant to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Consultant with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Consultant shall be considered.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Contract provided that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

Termination for Convenience

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

Indemnification & Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting

from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless the DOTD and its authorized users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DOTD.

Consultant shall indemnify, defend and hold the DOTD and its authorized users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, the DOTD or its authorized users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) authorized user's unauthorized modification or alteration of a Product; ii) authorized user's use of the Product in combination with other products not furnished by Consultant; iii) authorized user's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the authorized user's exclusive remedy to take action in the following order of precedence: (i) to procure for the DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The DOTD and authorized user may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Contract Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26.

Fund Use

Consultant agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Ownership

All records, reports, documents and other material delivered or transmitted to the Consultant by DOTD shall remain the property of DOTD, and shall be returned by the Consultant to DOTD, and all records, reports, documents and other material delivered or transmitted to the Consultant by the Department of Culture, Recreation, and Tourism, Office of Cultural Development, Division of Archaeology and Division of Historic Preservation shall remain the property of Division of Archeology and Division of Historic Preservation, and shall be returned by the Consultant to the Divisions of Archeology and Historic Preservation at the Consultant's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Consultant in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by the Consultant to DOTD, at the Consultant's expense, at termination or expiration of this Contract.

Assignment

No Consultant shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

Right to Audit

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working

hours for this purpose.

Contract Modification

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties. In accordance with the requirements of the Division of Archeology, the Consultant shall maintain the confidentiality of the location of archaeological sites.

Sub-Consultants

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the DOTD for any breach in the performance of the Consultant's duties.

Discrimination Clause

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-.VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Consultant's Insurance: The Consultant shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Consultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the

site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Consultant's Insurance: The Consultant shall require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

Applicable Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

Code of Ethics

The Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Consultant agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

Order of Precedence

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.